

EXHIBIT F

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RESELLER AGREEMENT

THIS RESELLER AGREEMENT (the "Agreement") is made as of this 30th day of October, 1996, by and between MAGNACOM WIRELESS, L.L.C., a Delaware limited liability company with its principal offices at 1701 Broadway, Suite 348, Vancouver, Washington 98663 (hereinafter referred to as the "Company"), and GST Telecom Inc., a Delaware corporation with its principal offices at 4317 N.E. Thurston Way, Vancouver, Washington 98662 (hereinafter referred to as the "Reseller").

RECITALS:

WHEREAS, the Company (either directly or through its subsidiaries or affiliates) is licensed by the Federal Communications Commission (the "FCC") to own, develop and operate various systems to provide personal communication services ("PCS") within the "Territories" (as hereinafter defined); and

WHEREAS, the Reseller desires to market and sell access to and usage of the Company's PCS system within the Territories;

NOW, THEREFORE, in consideration of the premises, the mutual agreements and understandings herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

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ARTICLE I

Definitions

The following terms when used herein shall have the following meanings:

1.1 Default. The term "Default" is defined to be either party's:

- (i) Insolvency or the initiation of bankruptcy or receivership proceedings, by or against a party, execution of an assignment for the benefit of creditors or any other transfer or assignment of a similar nature or otherwise seeking relief under any applicable bankruptcy, reorganization, moratorium or similar debtor relief laws (it being understood that the execution of any third-party financing agreement[s] shall not constitute a Default hereunder); or
- (ii) Failure to make any payment when due, or a material breach of any of the other terms or conditions hereof.

1.2 End User. The term "End User" shall mean the customers purchasing "Services" (as hereinafter defined) from the Reseller.

1.3 Facilities. The term "Facilities" shall mean the telecommunications switching equipment, cell site transceiver equipment and other equipment to be constructed by the Company in order to make available the Services within the Territories. At

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accepted orders for Numbers which have not been connected upon giving or receiving of any notice of termination hereunder. The Company and the Reseller agree to cooperate to enable all End Users to continue to utilize the Services with minimal disruption after termination, provided that the Company shall be under no obligation to ensure that any End User is so able to continue to utilize the Services or to arrange for any transfer of equipment owned or leased by the Reseller.

ARTICLE XV

Miscellaneous

15.1 In the event that any of the Services provided hereunder or the charges made therefor are currently subject, or at any time become subject, to any federal, state or local regulation or tariff, then the terms and conditions of this Agreement including the charges to be set forth on Schedule 2 hereto (as amended from time to time by the parties) shall be amended in a manner mutually agreeable to the parties hereto to conform to any conflicting terms or condition in effect under such regulation or tariff; provided, however, that all non-conflicting terms and conditions of this Agreement shall remain valid and effective.

15.2 The validity, construction and performance of this Agreement shall be governed by and interpreted in accordance with the laws of the State of Delaware.

15.3 Headings to articles of this Agreement are to facilitate reference only, do not form a part of this Agreement, and shall not in any way affect the interpretation hereof.

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subsequently issued purchase orders, acceptances, correspondence and similar documents, except for (a) agreements executed on unchanged standard printed forms of the Company, or (b) subsequent agreements which are at variance with this Agreement and which are made in writing and signed by a duly authorized employee of the Company and a duly authorized employee of the Reseller and which are specifically designated as an amendment hereof.

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IN WITNESS WHEREOF, the undersigned have executed this Agreement on the day and year first above written.

The "Company"

MAGNACOM WIRELESS L.L.C.

By: [Signature]

Title: Managing Member

The "Reseller"

GST TELECOM, INC.

By: [Signature]

Title: Secretary

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